

Page Denied

VENDOR: VARIAN ASSOCIATES

B. AMENDMENTS TO AIL DRAWINGS AND SPECIFICATIONS:

- 1) 216012, PARAGRAPH 3.2.1 - SUBSTITUTE FREQUENCY RANGE OF "17710 TO 27610 MC" WITH "17710 TO 27400 MC". SELLER SHALL EXPEND BEST EFFORTS TO MEET A DESIGN GOAL OF 27610 MC.
- 2) 218679, PARAGRAPH 3.2.12 -ADD "THE SECOND HARMONIC WILL BE A MINIMUM OF 25 DB BELOW THE CARRIER".

II. DRAWINGS AND DATA

A. DRAWINGS AND DATA FURNISHED UNDER BUYER'S ORDER 155639 ARE APPROVED FOR USE HEREUNDER.

III. SERIALIZATION

A. EACH TUBE TYPE WILL BE SERIALLY NUMBERED.

IV. AMENDMENTS TO GENERAL TERMS AND CONDITIONS

A. AMEND THE GENERAL TERMS AND CONDITIONS AS SET FORTH ON REVERSE SIDE OF PAGE ONE OF THIS PURCHASE ORDER AS FOLLOWS:

- 1) DELETE ARTICLE 3. WARRANTY IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING THEREFOR:

3. WARRANTY

A. IN ADDITION TO ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AT LAW, SELLER WARRANTS THAT ALL TUBES DELIVERED HEREUNDER SHALL COMPLY WITH ALL APPLICABLE SPECIFICATIONS AND SHALL BE FREE FROM DEFECTS IN MATERIALS, WORKMANSHIP AND PERFORMANCE WHEN USED UNDER THE CONDITIONS AND WITHIN THE RATINGS SPECIFIED BY AIL SPECIFICATION 218679 AND AIL DRAWINGS #216012, #216031 AND #216013. IF SUCH DEFECTS APPEAR BEFORE 1000 OPERATING HOURS, CREDIT ADJUSTMENT, BASED ON THE REPLACEMENT PRICE OF THE TUBE, WILL BE MADE IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

- 1) FULL CREDIT ADJUSTMENT WILL BE MADE AT OR BEFORE 100 OPERATING HOURS.
- 2) SUBSEQUENT TO 100 OPERATING HOURS, A PRORATED CREDIT ADJUSTMENT WILL BE MADE BASED ON THE DIFFERENCE BETWEEN ELAPSED LIFE IN HOURS AT FAILURE AND 1000 HOURS.

VENDOR: **VARIAN ASSOCIATES**

- B. NO CREDIT ADJUSTMENT WILL BE ALLOWED AFTER 1000 OPERATING HOURS OR FOR TUBES THAT HAVE BEEN SUBJECTED BY BUYER, TO ABUSE, IMPROPER INSTALLATION OR APPLICATION, ALTERATION, ACCIDENT OR NEGLIGENCE IN USE, STORAGE, OR HANDLING.
 - C. ALL WARRANTIES EXPIRE ONE YEAR FROM DATE OF DELIVERY TO THE ULTIMATE USER OR 18 MONTHS FROM THE DATE TUBE WAS DELIVERED TO BUYER, WHICHEVER IS SOONER.
 - D. OPERATING HOURS ARE DEFINED AS THE NUMBER OF HOURS THAT THE TUBE HEATER OR FILAMENT IS ENERGIZED. A DEFECT IS DEFINED AS TO HAVE OCCURRED WHEN A TUBE FAILS TO SATISFY ALL REQUIREMENTS OF APPLICABLE SPECIFICATIONS.
 - E. TUBES CLAIMED TO BE DEFECTIVE ARE SUBJECT TO INSPECTION AND TEST BY SELLER.
 - F. BY RETURNING A TUBE, BUYER AGREES THAT SELLER MAY OPEN AND DISASSEMBLE THE TUBE, IF NECESSARY, FOR INSPECTION AND TEST. INSPECTION AND TEST MAY RESULT IN DESTRUCTION OF THE TUBE. ADJUSTMENT FOR A DESTROYED TUBE WILL BE ALLOWED IF SUCH TUBE IS DETERMINED TO BE SUBJECT TO ADJUSTMENT. BUYER WILL BE NOTIFIED IF THE TUBE IS NOT SUBJECT TO ADJUSTMENT, AND UNLESS BUYER FURNISHES SELLER WITH DISPOSITION INSTRUCTIONS FOR THE TUBE WITHIN THIRTY DAYS AFTER SUCH NOTIFICATION, SELLER WILL RETURN THE TUBE "AS IS" TO BUYER.
 - G. SELLER SHALL MAKE FINAL DETERMINATION AS TO THE EXISTENCE AND CAUSE OF A DEFECT. ALL DATA SUPPORTING ANY SUCH DETERMINATION SHALL BE FURNISHED TO BUYER IN DUPLICATE.
 - H. AIR FREIGHT TRANSPORTATION COSTS, IN BOTH DIRECTIONS, WITHIN THE CONTINENTAL LIMIT OF THE FORTY-EIGHT CONTIGUOUS STATES, WILL BE ALLOWED BY SELLER FOR TUBES FOUND SUBJECT TO ADJUSTMENT. BUYER SHALL PAY TRANSPORTATION CHARGES BEYOND THE CONFINES OF THE FORTY-EIGHT CONTIGUOUS STATES AND FOR TUBES FOUND NOT SUBJECT TO ADJUSTMENT.
 - I. THIS WARRANTY SHALL SURVIVE ACCEPTANCE AND RUN TO BUYER, ITS SUCCESSORS, ASSIGNS, CUSTOMERS AND USERS OF ITS PRODUCTS.
- 2) DELETE, FROM THE FIRST SENTENCE OF ARTICLE 25 EXAMINATION OF RECORDS, THE WORDS "DEPARTMENT OF DEFENSE".

V. INSPECTION AND TEST

- A. BUYER'S REPRESENTATIVE WILL CHECK IN-PROCESS PERFORMANCE AND TEST, AS MAY BE REQUIRED, AT SELLER'S FACILITY. FINAL ACCEPTANCE WILL BE AT BUYER'S PLANT.

VARIAN ASSOCIATES

VENDOR:

B. ACCEPTANCE TESTING AS REQUIRED BY SUB-PARAGRAPHS 3.2.1, 3.2.6, 3.2.10, 3.2.10.1, 3.2.10.2, 3.2.11, AND 3.2.12 OF AIL SPECIFICATION 218679 WILL BE PERFORMED BY SELLER. PERFORMANCE OF OTHER ACCEPTANCE TESTING AND OF QUALIFICATION TESTING IS NOT REQUIRED, HOWEVER, BY IT PERFORMANCE HEREUNDER, SELLER CERTIFIES THAT ALL TUBES SUPPLIED WILL MEET THE REQUIREMENTS OF SAID TESTING.

VI. ACO APPROVAL

THIS PURCHASE ORDER IS SUBJECT TO APPROVAL OF THE COGNIZANT MILITARY ADMINISTRATIVE CONTRACTING OFFICER, NOTIFICATION OF WHICH SHALL BE FORWARDED TO SELLER UPON ITS RECEIPT BY BUYER. ALL WORK OR SERVICES CALLED FOR HEREUNDER WHICH ARE PERFORMED IN ANTICIPATION OF RECEIPT OF SUCH APPROVAL, AND ALL COSTS REASONABLY OR NECESSARILY INCURRED WITH RESPECT THERETO, SHALL UNTIL NOTICE THAT SUCH A.C.O. APPROVAL IS RECEIVED BY SELLER, BE AT SELLER'S RISK. FOLLOWING SUCH APPROVAL, ALL SUCH COSTS SHALL BE ALLOWABLE UPON ANY TERMINATION ONLY TO THE SAME EXTENT SUCH WOULD HAVE BEEN ALLOWABLE UNDER THIS PURCHASE ORDER, AS AMENDED, HAD CONTRACTING OFFICE APPROVAL BEEN GRANTED PRIOR TO ISSUANCE OF THIS PURCHASE ORDER.

VII. ADDITIONAL PROVISIONS

A. IN ADDITION TO THE "GENERAL TERMS AND CONDITIONS" INCLUDING THE "ADDITIONAL PROVISIONS" ALL APPEARING ON THE REVERSE SIDE OF PAGE 1 OF THIS PURCHASE ORDER, THE FOLLOWING EXHIBITS ARE ATTACHED HERETO AND MADE A PART HEREOF:

EXHIBIT A: AIL FORM PR-74

EXHIBIT B: AIL FORM PR-75

VIII. SHIPPING SCHEDULE

A. ALL ITEMS - THREE TUBES OF EACH ITEM ON THE FIRST WORKING DAY OF EACH OF THE FOLLOWING MONTHS: JANUARY, FEBRUARY, APRIL, JUNE, AUGUST AND OCTOBER, STARTING 1 JANUARY 1965 WITH THE LAST SHIPMENT TO BE MADE ON 1 OCTOBER 1965.

IX. AIL SUPPLIED MATERIAL

AIL TO SUPPLY BRACKET ASSEMBLY 217138-1 AND 217138-2 IN ACCORDANCE WITH AIL DWGS. 216019, 216012 AND 216031.
THIS PURCHASE ORDER TO BE COMBINED WITH AIL PURCHASE ORDER 170484 FOR PRICE ADVANTAGE.